

**SUBMISSION TO
FAIR WORK COMMISSION**

Matter No:

AM2014/198 and others – 4 Yearly Review of Modern Awards – Group 2 Awards

***HEALTH PROFESSIONALS AND SUPPORT SERVICES AWARD
(MA000027)
AM 2014/204***

August 2015

**Submission in reply regarding Exposure Draft Technical and Drafting
Matters and Outline Submissions of Substantive Claims**

**SUBMISSION BY
PRIVATE HOSPITAL INDUSTRY EMPLOYER ASSOCIATIONS**

**Australian Day Hospital Association
Australian Private Hospitals Association
Australian Private Hospitals Association – South Australia
Australian Private Hospitals Association – Victoria
Australian Private Hospitals Association – Tasmania
Catholic Health Australia
Private Hospitals Association of Queensland
Private Hospitals Association of New South Wales
Private Hospitals Association of Western Australia**

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PARTIES TO THIS SUBMISSION

- [1] This submission is being lodged on behalf of the Private Hospital Industry Employers' Associations (PHIEA) which includes: Australian Day Hospital Association, Australian Private Hospitals Association (APHA), the Private Hospitals Association of Queensland (PHAQ), APHA – South Australia; APHA – Victoria; APHA – Tasmania, Private Hospitals Association of New South Wales, Private Hospitals Association of Western Australia and Catholic Health Australia. These organisations collectively represent approximately 95% of licensed private hospital beds in Australia and in addition, represent approximately 90% of all Free Standing Day Hospitals.

BACKGROUND

- [2] In amended Directions issued on 6 May 2015 – 4 yearly review of modern awards – Group 2 Awards (AM2014/198 and others), the President requested that each interested party *'file comprehensive written submissions in reply to the technical and drafting issues related to exposure drafts in Group 2, and written outline of submissions in reply in relation to any substantive claims or variations being pursued.'*

RESPONSE

- [3] In relation to technical and drafting issues in the *Exposure Draft Health Professionals & Support Services Award 2014*, PHIEA wishes to advise that it refers to and relies on, its detailed written submissions previously lodged as under:
- ***Response to Exposure Draft – Health Professionals & Support Services Award 2014*** (27 January 2015)
 - ***Submission in Rely in Relation to Exposure Draft – Health Professionals and Support Services Award 2014*** (17 February 2015)
 - ***Supplementary Submission regarding Exposure Draft – Health Professionals and Support Services Award 2014*** (July 2015)
- [4] The submissions of PHIEA to date have been based on the *Exposure Draft – Health Professionals and Support Services Award 2014* as originally released. Given that a number of decisions have been made and may still be made in relation to the Group 1 Awards which may have broader application and give rise to new or amended clauses in the *Exposure Draft - Health Professionals and Support Services Award 2014*, PHIEA would respectfully request that the parties be given an opportunity to review and make submissions in relation to a revised Exposure Draft, before any decisions are made to finalise the technical and drafting matters associated with the review of this award.
- [5] At this stage, PHIEA relies on its previous submissions noted above and apart from our responses noted overleaf in relation to Casuals and Overtime and Weekend Penalties, has no further comment to make in relation to technical and drafting matters associated with this award.

PHIEA reply submissions regarding technical and drafting matters noted by other parties

Health Services Union & Australian Workers Union

Casuals and Overtime

- [6] The parties were asked to clarify whether casuals are entitled to overtime. In its submission of 16 July 2015 on page 9 - paragraphs 43 and 44 the HSU states that *'no category of employee is excluded from the entitlement'* and that *'the clause clearly has application to casual employees.'*

PHIEA considers that the current wording in the Modern Award is unclear on this issue and therefore it should be referred to a Full Bench for consideration.

Weekend Penalties

- [7] On page 10 of its submission - paragraphs 52 - 53 - the HSU notes that *'a shiftworker whose rostered hours are outside the span of hours of a day worker, does not according to the plain meaning of the words at clause 18.1 receive weekend penalties'* and that this is *'not only inconsistent with the predecessor awards, it is logically inconsistent'*.

Whilst PHIEA agrees with the statements above, we disagree that this is a matter which should be dealt with by the Full Bench during the brief hearings on technical and drafting matters.

PHIEA is of the view that definitions of day and shift worker, shift worker entitlements, span of hours and shift and weekend penalties are all linked and one cannot be considered in isolation due to the flow on effect that this may or will have to the other clauses identified. This is a substantive matter and as such should be referred to a separate Full Bench.

Response to Outline Submissions of Substantive Claim

- [8] Please refer to the attached table which summarises the outline submissions of substantive claim and the PHIEA preliminary response.
- [9] The various submissions would suggest that there is reasonable consensus on those matters which the parties consider should be referred to a separate Full Bench. As we understand that a separate Full Bench would issue its own directions, it is not our intent to respond in detail at this stage, but merely to provide an indication as to whether or not we would be likely to support a proposed variation.

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
UNION SUBMISSIONS		
HEALTH SERVICES UNION	<p>LIST OF COMMON HEALTH PROFESSIONALS</p> <ul style="list-style-type: none"> • HSU maintains its position that the list of common health professionals is an indicative list and not an exhaustive list. • Considers that clause 4.1 (a) is expressed to cover employees in the classifications listed in clause 15. Clause 15 refers to “Health Professional Employees L1-4. Asserts that as the term ‘<i>health professional employee</i>’ is not defined in the award it is a phrase of broad scope apt to describe persons who work in the health industry, exercising skills which generally require tertiary training and/or qualification. • Considers that the definitions of the health professional classifications in Schedule B are a comprehensive system of classifications appropriate to cover <u>all</u> professional roles and that against that background the list of ‘<i>common</i>’ health professions must be seen as indicative only. <p><u>HSU has proposed a variation to Schedule A & B as under:</u></p> <p>A.2 Health Professional Employees – Definitions</p> <p><i>An indicative list of common health professionals which are covered by the definitions is contained in Schedule B - Indicative List of Common Health Professionals</i></p> <p><i>Schedule B – Indicative List of Common Health Professionals</i></p>	<p>PHIEA will be opposing this HSU proposal. Our view is that irrelevant positions or positions lacking the required entry level qualifications and experience normally expected for a particular pay level, could be placed into the list of professions and paid accordingly. Without the requirement to review the full details of the position rather than just the title prior to its allocation into the professional group, the potential for bracket creep and over payment is significant</p> <p>The HSU proposed amendments to Schedule B substantially expand the ‘health professions’ expressly covered by this award.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
<p>HEALTH SERVICES UNION (continued)</p>	<p><u>HSU proposes the following variation:</u></p> <p><u>18.1 WEEKEND PENALTIES</u></p> <p><i>(a) For all ordinary hours worked between midnight Friday and midnight Sunday an employee will be paid 150% of the minimum hourly rate</i></p> <p><i>(b) A casual employee who works on a Saturday or Sunday will be paid 175% of the minimum hourly rate for all time worked, but will not be paid the casual loading of 25%</i></p> <ul style="list-style-type: none"> The HSU does not consider this needs to be referred to a separate Full Bench unless the parties are at odds with each other or if the Commission considers it requires a more extended hearing. <p><u>HSU proposes the following variation:</u></p> <p><u>19 – Ceremonial Leave</u></p> <p><i>An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</i></p> <p><u>DEFINITION OF SHIFT WORKER AND DAY WORKER</u></p> <ul style="list-style-type: none"> HSU is of the view that current definitions of ‘shift worker’ and ‘day worker’ lack clarity for the purposes of interpreting award entitlements for employees (excluding definition of shift worker for the purposes additional annual leave) <p><u>HSU has proposed the following definitions:</u></p> <p><u>Day worker</u> means an employee who is engaged as such and whose ordinary hours are worked between the span of hours as defined in clause 8.1</p> <p><u>Shiftworker</u> means an employee who is engaged as such and who is required to work shifts which may include ordinary hours outside the span of hours of a day worker as defined in clause 8.1</p>	<p>As noted in paragraph [7] of this submission PHIEA is of the view that weekend and shift penalties, definitions of day and shift worker, shift worker entitlements and span of hours are all linked and one cannot be considered in isolation due to the flow on effect that this may or will have to the other clauses identified. PHIEA considers that outline submissions to vary relating to any of the above items are substantive matters and as such should all be referred to a separate Full Bench.</p> <p>PHIEA has previously agreed to this proposed variation</p> <p>PHIEA would agree that the definitions lack clarity but disagree with the proposed amendment.</p> <p>Please refer to above comment in red.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
<p>HEALTH SERVICES UNION (continued)</p>	<p><u>ORDINARY HOURS AND ROSTERING PROVISIONS</u></p> <p><u>The HSU has proposed the addition of a subclause (d) to the current clause 8.3. – Rostering as under</u></p> <p><i>(d) Rosters will be developed in accordance with the provisions in clause 6 Types of employment; clause 8.1 Ordinary hours of work and clause 8.2 Span of hours</i></p> <p><u>HSU Proposed variation:</u></p> <p><i>8.1 –Span of Hours – Day Worker</i></p> <p><i>(a) Ordinary hours of work for a day worker are worked between 6.00 am and 6.00pm Monday to Friday.</i></p> <ul style="list-style-type: none"> • If the span of hours was varied as proposed, then HSU proposes that the definition of Private medical, dental and pathology practice in Schedule 1 should be deleted. • HSU seeks to remove the differential weekend penalty rate for 7 day Medical Imaging Practices on the basis that the weekend penalty should not be variable depending on whether a medical imaging practice operates 5 1/2 days or 7 days a week 	<p>PHIEA will be opposing this proposal. It would significantly reduce the current span of hours for the various types of private practices resulting in any hours worked outside 6 am – 6 pm Monday to Friday by day workers, attracting overtime rates rather than the applicable shift or weekend penalty. As previously noted, this is a substantive matter that cannot be considered in isolation of other inter-related clauses.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
HEALTH SERVICES UNION (continued)	<p>HSU also seeks to vary the engagement provisions at clause 6.1 (b) to include a requirement for an employer to advise an employee at the time of appointment whether they are employed as a day worker or a shiftworker.</p> <p><u>HSU proposed variation:</u></p> <p>6.1 Employment Categories</p> <p><i>(b) At the time of engagement, an employer will inform each employee whether they are employed on a full-time, part-time or casual basis and whether they are employed as a day worker or a shiftworker.</i></p> <p>SHIFTWORK</p> <p><u>HSU proposes the following variations:</u></p> <p>18 – Shiftwork</p> <p><i>(a) where the ordinary rostered hours of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am on any day of the week, the employee will be paid an additional 15% of their minimum hourly rate for each hour worked</i></p> <p><i>(b) the shiftwork rate is payable in addition to any penalty, allowance, overtime, weekend or casual rates of pay</i></p> <p>ANNUAL LEAVE</p> <p><u>HSU proposed variation:</u></p> <p><i>(a) the NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional week's annual leave on the same terms and conditions</i></p> <p><i>(b) For the purposes of the NES a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends and/or public holidays</i></p> <p><i>(c) An employee who is engaged for part of the yearly period as a shiftworker, is entitled to have the period of four weeks annual leave increased by half a day for</i></p>	<p>PHIEA will be opposing this proposal. The private hospital industry does not have a division of labour but has a flexible workforce which may work day shift, afternoon shifts, night shifts, weekend shifts or a combination of shifts. It is the shift that is to attract the penalty, not the person.</p> <p>PHIEA will be opposing these proposed variations</p> <p>PHIEA will be opposing this proposal and will refer to [2013] FWCFB 5551 - HSU (C2013/4216) – Appeal against Decision [2013] FWC 2182 of VP Watson at Sydney on 15/4/2013 in matter number AM 2012/133 Modern Awards Review 2012 – HP&SS Award 2010.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
HEALTH SERVICES UNION (continued)	<p><i>each month the employee is engaged on shiftwork up to a maximum of 5 days additional leave</i></p> <p>Overtime</p> <ul style="list-style-type: none"> • HSU seeks to vary clause 19.1 – Overtime Rates to ensure that there is no ambiguity relating to the payment of overtime for all employees including casual employees performing work outside or in excess of the times, rosters and patterns considered 'ordinary' under the HP&SS Award. • HSU seeks to clarify that each period of overtime stands alone in its own right, whether that employee works beyond the hours for that single day or shift, their hours of engagement or the normal hours of a full time employee in a week. • HSU considers the claim for double time on Saturdays will be regarded as a substantive matter and therefore should be referred to a separate Full Bench <p><u>HSU proposed variation to Clause 19.1 – Overtime Penalty Rates</u></p> <p><i>(a) Hours worked in excess of the ordinary or average weekly hours on any day or shift prescribed in accordance with clause 8 will be paid at the rate of:</i></p> <p><i>(i) 150% of the minimum hourly rate for the first two hours and</i> <i>(ii) double time thereafter</i></p> <p><i>(b) All overtime worked on a Saturday or Sunday will be paid at the rate of 200% of the minimum hourly rate</i></p> <p><i>(c) Overtime rates under this clause will be in substitution for and not cumulative upon the weekend premiums prescribed in clause 18.1 weekend penalties.</i></p> <p><i>(d) For the purposes of overtime each shift, day, week or averaged roster period stands alone. All work beyond these hours will be overtime and paid as prescribed in clause 19.1 (a) or (b).</i></p> <p><i>(e) Part Time Employees</i> <i>Where agreement has been reached in accordance with clauses 6.3 (b) or (c) a part-</i></p>	<p>PHIEA will be opposing this proposal</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
HEALTH SERVICES UNION (continued)	<p><i>time employee who is required by the employer to work in excess of those agreed hours must be paid overtime in accordance with this clause</i></p> <p>(f) Casual Employees <i>A casual employee who works beyond their rostered or agreed hours, the maximum daily hours or a 38 hour week, must be paid overtime in accordance with this clause</i></p> <p>(g) Day Workers <i>Day workers will be paid overtime for all hours worked outside the span of hours in clause 8.2</i></p> <p>CLASSIFICATION MATTERS</p> <p>HSU seeks to vary Schedule A.2 – Health Professional employees to provide for a classification for Health Professionals employed as interns by inserting a new clause:</p> <p><u>HSU proposed variation:</u></p> <p>A.2.1 (c) This level is the level for employees who are undertaking an internship</p> <p>Schedule B</p> <p>HSU seeks to vary Schedule B to add some Health Professional titles which it states are now in common usage – however the list substantially expands coverage and captures groups of employees previously not listed.</p>	<p>PHIEA will be opposing this proposal – see earlier comments on page 4 of this submission.</p>
AUSTRALIAN WORKERS UNION (AWU)		<p>PHIEA notes that the issues raised in the AWU's submissions are similar to those of the HSU therefore PHIEA's responses to the AWU matters would be as per our comments made in response to the HSU submissions.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA (APESMA)	<p>APESMA is seeking a variation to the HP&SS Award such that the award becomes the occupational award for all translators and interpreters not covered by any other award.</p> <p>APESMA wants to delete Interpreter (unqualified) from Support Services L5 and Interpreter (Qualified) from Support Services L7 and insert the following in clause 11.2 – Health Professional Level 1:</p> <ul style="list-style-type: none"> • “NAATI accredited paraprofessional translator and NAATI accredited paraprofessional interpreter after UG 2 qualification and • NAATI accredited Professional Interpreter and NAATI accredited Professional Translator after ‘3 year degree entry’ 	<p>No comment at this stage</p>
EMPLOYER SUBMISSIONS		
AGED CARE EMPLOYERS (ACE)	<p><u>ACE propose to vary clause 8.3 of the Award as follows:</u></p> <p>8.3 – Rostering</p> <p>(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.</p> <p>(b) <u>Unless the employee otherwise agrees, seven days’ notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency</u></p> <p>(c) <u>Unless the employer otherwise agrees, an employee desiring a roster change will give seven days’ notice except where the employee is ill or in an emergency,</u></p> <ul style="list-style-type: none"> • ACE submits that without this variation in (b) above, an employer cannot alter an employee’s roster without 7 days’ notice – even where the employee agrees to a roster change. In this respect roster alteration is limited to ‘illness’ or ‘emergency’ and there may be many other circumstances where an employer might require a roster to be altered – i.e. employee’s car may have broken down, employee may have taken leave at short notice for a family matter etc. 	<p>PHIEA would agree with this proposed variation.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
CHIROPRACTORS ASSOCIATION OF AUSTRALIA (CAA)	<p>Definition of a Shiftworker (Schedule 1)</p> <ul style="list-style-type: none"> • Considers that the shiftworker definition creates uncertainty as to who is a shiftworker and whether an employee can simultaneously be a 'shift worker' and a 'day worker' on different days of the week depending on the hours rostered. • Notes that historically a shiftworker is someone employed in an enterprise in which shifts are continuously rostered 24/7 and who works those shifts. • CAA submits that the existing definition of a shiftworker in Schedule 1 of the Exposure Draft is inappropriate and should be replaced with consequential amendments made to other provisions to ensure that the term is consistently used. <p>Application of shiftwork loading</p> <ul style="list-style-type: none"> • CAA submits that it is unclear in some circumstances whether and when a shift loading is payable • Considers that it is not clear whether this loading is applied on a shift by shift basis or whether it is applicable to all hours worked by the shiftworker. <p>Weekend Penalties for Shiftworkers</p> <ul style="list-style-type: none"> • CAA submits that it is not clear whether shiftworkers receive any weekend penalties/loadings as clause 18.1 does not seem to apply to shiftworkers although clause 20.3 (annual leave loading) contemplates that shiftworkers receive weekend penalties. • Shiftworkers could theoretically receive less pay than other workers for work they perform on a weekend which CAA considers is unlikely to have been intended and therefore this ambiguity requires clarification • Considers that the simplest way to remedy the problem is to amend the definition of 'shiftworker'; and to make corresponding amendments to other provisions to ensure consistency. 	<p>As previously identified PHIEA agrees that confusion surrounds the intent of clauses relating to; definition of Day and Shift workers, Span of Hours, Entitlements to shift loading, weekend penalties and do not believe that one can be reviewed without considering the flow on effect to the other clauses identified. These matters should be referred to a separate Full Bench for detailed review.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
AUSTRALIAN PHYSIOTHERAPY ASSOCIATION (APA)	<ul style="list-style-type: none"> APA seeks to amend the current span of hours clause for a day worker in Physiotherapy practices which is 6.00 am to 6.00 pm Monday – Friday and 6.00 am to 12 noon on Saturday as these hours do not appropriately reflect the current operation of physiotherapy practices. APA submit that this variation will provide physiotherapists with the opportunity to extend opening hours on a Saturday and provide physiotherapy treatment on the day of injury. <p><u>APA proposed variation:</u></p> <p>24.2 – Physiotherapy Practices</p> <p><i>In physiotherapy practices, the ordinary hours of work for a day worker will be worked between 7.00 am and 8.0 pm Monday to Friday and 7.00 am – 2.00 pm on Saturday.</i></p>	<p>As previously noted, span of hours is a significant issue for many parties and as such should be considered by a separately constituted Full Bench and in conjunction with all other proposals to vary clauses which are inter-related.</p>
TRISTAR MEDICAL GROUP	<ul style="list-style-type: none"> Tristar seeks an amendment to the span of hours for Private medical, dental and pathology practices in clause 24.2 Variations sought would allow for medical practices to stay open for longer hours and provide more shifts for employees – particularly on weekends. The proposal is similar to the current Medical Imaging span of hours clause for 7 day practices <p><u>Tristar Medical Group Proposed variation</u></p> <p>24.2 Private Medical, dental and pathology practices</p> <p><i>(a) the ordinary hours of work for a day worker will be worked between 7.30 am and 9.00 pm Monday to Friday and between 8.00 am and 4.30 p.m on Saturday</i></p> <p>(b) Seven day practice</p> <p><i>Where the work location of a practice services patients on a 7 day a week basis, the ordinary</i></p>	<p>Same comments as above.</p>

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	<p><i>hours of work for an employee at that location will be between 7.00 am and 9.00pm Monday to Sunday. Work performed on a Saturday will be paid at the rate of time and a quarter of the employee's ordinary time rate of pay instead of the loading prescribed in clause 26 – Saturday and Sunday work. Work performed on a Sunday will be paid at the rate of time and a half of the employee's ordinary rate of pay instead of the loading prescribed in clause 26.</i></p>	
KIDS MATTERS OCCUPATIONAL THERAPY LTD.	<p>Span of Hours</p> <ul style="list-style-type: none"> • Considers span of hours needs to be expanded to include Occupational Therapy as a five and a half day practice - equivalent to private imaging and physiotherapy practices. 	<p>Same comments as above</p>
MEDICAL IMAGING RELATIONS GROUP (MIERG)	<p>Substantive Matters</p> <p>MIERG has filed proposed amendments which impact the following clauses:</p> <ul style="list-style-type: none"> • Types of employment • Probationary employment provisions • Ordinary Hours • Span of Hours – additional provisions for 6 days practices • Rostering • Unpaid Meal Breaks • Paid Tea Breaks • Payment of wages • Weekend Penalty Rates • Overtime Rates – full time, part time and casual employees • Recall to work overtime • Annual Leave • Dispute resolution 	<p>Same comments as above</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
PATHOLOGY AUSTRALIA	<p><u>Pathology Australia is seeking a revised span of hours as under:</u></p> <ul style="list-style-type: none"> Unless otherwise stated the ordinary hours of work for a day worker will be worked between 6.00am and 8.00pm Monday to Sunday. 	Same comments as above
AUSTRALIAN INDUSTRY GROUP (AIG)	<p><u>Proposed variation to Clause 27.1 – Meal Breaks</u></p> <p>27.1 (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, an employee who works not more than six hours may elect to forgo the meal break with the consent of the employer.</p> <ul style="list-style-type: none"> Notes variation is aimed at giving more flexibility to employees to balance their work and family commitments by agreement with their employer. Suggests that it be referred to a separately constituted Full Bench along with the substantive matters raised by other parties. <p>New Annualised Salary Provision</p> <p><i>AIG seeks to insert a new clause 16 as under:</i></p> <p>Clause 16 applies to employees employed in the following classifications in accordance with Schedule B of the award:</p> <ul style="list-style-type: none"> Support Services employee – Level 8 Support Services employee – Level 9 Health Professional employee – Any level 	<p>Agree –substantive matter but would support in principle</p> <p>PHIEA would concur with AIG's view that this is a substantive matter which should be referred to a separate Full Bench, but in principle we would support this proposal</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA PROVISIONAL RESPONSE
<p>AUSTRALIAN INDUSTRY GROUP (AIG) (continued)</p>	<p>16.1 Annual Salary instead of award provisions</p> <p>(a) <i>An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:</i></p> <ul style="list-style-type: none"> (i) <i>clause 14 – minimum weekly wages for Support Services employees</i> (ii) <i>clause 15 – Minimum weekly wages for health Professional employees</i> (iii) <i>clause 18 – Allowances</i> (iv) <i>clauses 26; 28.1; and 29 – Overtime, penalty rates and shift loading and</i> (v) <i>clause 31.2 – Annual leave loading</i> <p>(b) <i>Where an annual salary is paid, the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary</i></p> <p>16.2 Annual Salary not to disadvantage employees</p> <p>(a) <i>The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).</i></p> <p>(b) <i>The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.</i></p> <p>16.3 Base rate of pay for employees on annual salary arrangements</p> <p><i>For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 14 or clause 15 and excludes any incentive based payments, bonuses, loadings, monetary allowances, overtime and penalties.</i></p>	

